EXHIBIT I

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: SCHERING-PLOUGH CORPORATION ERISA LITIGATION	))))	Civil Action No. 03-1204 (KSH)

AFFIDAVIT OF ANYA VERKHOVSKAYA

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

I, Anya Verkhovskaya, being duly sworn, certify as follows:

1. I am the Senior Executive Vice President and Chief Operating Officer of A.B. Data, Ltd.'s Class Action Administration Division ("A.B. Data") in Milwaukee, Wisconsin; West Palm Beach, Florida; San Francisco, California; and New York, New York. A.B. Data offers a full range of class action and complex litigation support services. My business address is 600 A.B. Data Drive, Milwaukee, WI 53217. My direct telephone number is 414-961-6441.

2. I submit this Affidavit in connection with the class action notice administration proceedings related to *In re Schering-Plough Corporation ERISA Litigation*, Civil Action No. 03-1204 (KSH), pending in the United States District Court for the District of New Jersey (the "Action"), at the request of Lead Counsel.[1]

3. This Affidavit is based upon my personal knowledge and upon information provided by my associates and staff.

4. A.B. Data was responsible for notice administration in the Action. This Affidavit reports the implementation of the notice administration program, which consisted of the following:

[1] Capitalized terms not otherwise defined in this document shall have the meaning provided in the Settlement Agreement.

a. Disseminating the Notice of Class Action Settlement (the "Notice"), annexed hereto as Exhibit 1, to Settlement Class members by First-Class Mail, postage paid;

b. Establishing a case-specific toll-free line with an interactive voice response (IVR) system; and

c. Uploading case-related documents, including the Notice, to the settlement website created by and maintained by A.B. Data under the direction of Lead Counsel: www.ScheringPloughERISAsettlement.com.

NOTICE EFFECTUATION

5. On or about September 14, 2010, A.B. Data received the list of Settlement Class members as forwarded by Lead Counsel; the list contained a total of 20,983 records.

6. Per the directive of Lead Counsel, A.B. Data standardized and updated the list of Settlement Class members' addresses using NCOA^{Link}, a national database of address changes that is compiled by the United States Postal Service (USPS).

7. On or about September 23, 2010, A.B. Data received the Court-approved draft of the Notice and formatted it for printing.

8. On or about October 5, 2010, A.B. Data printed the Notice in preparation for mailing.

9. As directed by the Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Class Notice, Setting Date for Hearing on Final Approval of Settlement (the "Preliminary Approval Order"), on October 12, 2010, A.B. Data delivered 20,983 Notices to the USPS to be mailed via First-Class Mail, postage prepaid.

10. As of the date of this Affidavit, 1,767 of the 20,983 Notices mailed have been returned by the USPS to A.B. Data as undeliverable as addressed (UAA); of those returned UAA, 30 had forwarding addresses and were re-sent.

IVR

11. On or about October 11, 2010, a case-specific toll-free number, 866-233-8545, was established with an IVR system. The automated attendant answered the calls and presented callers with a series of choices to respond to basic questions. If callers needed further help or wished to request a Notice, they had the option to be transferred to voicemail. Voicemails left by Settlement Class members were retrievable by Lead Counsel through a call-in procedure.

12. From October 11, 2010, through the date of this Affidavit, A.B. Data received 67 voicemail messages.

WEBSITES

13. On or about October 11, 2010, A.B. Data posted case-related documents to the A.B. Data-hosted website: www.ScheringPloughERISAsettlement.com. The same documents were posted on the Notice Administrator's website, www.abdataclassaction.com. Included on both websites was general information regarding the case as well as the following case-related documents available for download by potential Settlement Class members: (1) the Notice, which was downloaded 30 times to date; (2) the First Amended Consolidated Complaint for Breach of Fiduciary Duty Under ERISA, which was downloaded 9 times to date; (3) the Settlement Agreement, which was downloaded 20 times to date; (4) the Declaration of Joseph J. Depalma, which was downloaded 5 times to date; (5) Memorandum of Law in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Notice Program, which was downloaded 3 times to date; (6) the Preliminary Approval Order, which was downloaded 10

times to date; and (7) the Plan of Allocation, which was downloaded 23 times to date. All statistics were compiled on December 1, 2010. The total number of web hits as of the date of this Affidavit is 164.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of December 2010.

Anya Verkhovskaya

State of Wisconsin)
) ss.
Milwaukee County)

SUBSCRIBED and SWORN before me on the 1st day of December 2010.

Myra Banks, Notary Public
My commission expires 5/4/14

MYRA BANKS
NOTARY PUBLIC
STATE OF WISCONSIN

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE SCHERING-PLOUGH CORPORATION ERISA LITIGATION	CIVIL ACTION NO. 03-1204 (KSH)

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MIGHT BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING SETTLEMENT CLASS:

All Persons (excluding the Defendants) who were participants in or beneficiaries (including alternate payees) of the Schering-Plough Corporation Employees' Savings Plan (the "Plan")[1] at any time between July 29, 1998 to April 18, 2007 (the "Class Period") and whose accounts included investment in the Schering-Plough Stock Fund ("Company Stock Fund") at any point during that time period.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.

Judge Katharine S. Hayden of the United States District Court for the District of New Jersey (the "Court") has preliminarily approved a proposed settlement (the "Settlement") of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 ("ERISA"). The Settlement will provide for payments to the Plan and for allocation of those payments to the accounts of members of the Settlement Class who had portions of their Plan accounts invested in Schering-Plough Corporation ("Schering-Plough") common stock. The Settlement is summarized below.

The Court has scheduled a hearing (the "Fairness Hearing") to consider Named Plaintiff's Motion for Final Approval of the Settlement and Class Counsel's (defined in the answer to Question No. 11 below) Application for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiff. The Fairness Hearing before United States District Judge Katharine S. Hayden has been scheduled for December 14, 2010, at 10:30 a.m., in the courtroom of Katharine S. Hayden, United States District Court for the District of New Jersey, 4015 Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101.

Any objections to the Settlement or the Application for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiff must be served in writing on Class Counsel and on Defendants' attorneys, as identified on Page 6 of this Notice of Class Action Settlement ("Notice"). The procedure for objecting is described below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a settlement agreement ("Settlement Agreement" or "Agreement"). Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Agreement. The Agreement, and additional information with respect to this lawsuit and the Settlement, is available at an Internet site dedicated to the Settlement, www.ScheringPloughERISAsettlement.com.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO DO ANYTHING.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to do anything to receive a payment (if any). The portion, if any, of the Settlement Fund to be allocated to your Plan account will be calculated as part of the implementation of the Settlement.
NO ACTION IS NECESSARY TO RECEIVE A PAYMENT.	If you are currently participating in the Plan and are a member of the Settlement Class, any share of the Settlement Fund to which you are entitled will be deposited into your Plan account. If you are no longer a Plan participant but are a member of the Settlement Class, any share of the Settlement Fund to which you are entitled will be deposited in a Plan account that will be established for you, if necessary, and you will be notified of such account.
YOU MAY OBJECT TO THE SETTLEMENT BY NOVEMBER 19, 2010.	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.
YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON DECEMBER 14, 2010.	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Court hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file a written objection in advance of the hearing.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

[1] This definition includes the assets of the Schering-Plough Employees' Profit-Sharing Incentive Plan, which was merged into the Schering-Plough Employees' Savings Plan on or about September 10, 2004.

Further information regarding this litigation and this Notice may be obtained by contacting Class Counsel:

Joseph H. Meltzer
Edward W. Ciolko
Peter H. LeVan, Jr.
BARROWAY TOPAZ KESSLER
MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Telephone: 610-667-7706
Facsimile: 610-667-7056

Class Counsel has established a toll-free phone number to receive your comments and questions: 866-233-8545. You may also send an email to SheringPloughERISASettlement@btkmc.com.

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SUMMARY OF SETTLEMENT

This litigation (the "Action") is a consolidated class action in which Plaintiff alleges that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA arising from the Plan's investments in the Company Stock Fund during the relevant time period. Copies of the Complaint (defined below) and other documents filed in the Action are available at www.ScheringPloughERISASettlement.com or from Class Counsel.

A Settlement Fund consisting of eight million five hundred thousand dollars ($8,500,000) in cash is being established in the Action. The net amount in the Settlement Fund, including interest, and after payment of any taxes, expenses, and approved attorneys' fees and costs and payment of a Case Contribution Award to the Named Plaintiff, will be paid to the Plan and be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants strongly dispute the claims asserted in the Action. Further, the Plaintiff would face an uncertain outcome if the Action were to continue. Continued litigation could result in a judgment or verdict greater or less than $8,500,000 or in no recovery at all.

The Plaintiff and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Plaintiff were to prevail at trial. The Defendants deny all claims and contentions by the Plaintiff. The Defendants deny that they are liable to the Settlement Class and that the Settlement Class or the Plan has suffered any damages for which the Defendants could be held legally responsible. Nevertheless, having considered the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, the Plaintiff and Defendants have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Agreement.

STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys' fees not in excess of thirty percent (30%) of the amount recovered in the Settlement, plus reimbursement of expenses. Any amount awarded will be paid from the proceeds of the Settlement Fund. Defendants will take no position on this application and have no responsibility for payment of such fees and expenses.

WHAT WILL THE NAMED PLAINTIFF GET?

The Named Plaintiff will share in the allocation of the net Settlement Fund paid to the Plan on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiff will ask the Court to award up to $10,000 for her representation of the Settlement Class. Any such award will be paid solely from the proceeds of the Settlement Fund.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or beneficiary of the Plan during **the period from July 29, 1998 to April 18, 2007**.

The Court directed that this Notice be sent to you because, if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be paid to the Plan and then allocated among Settlement Class members according to a Court-approved Plan of Allocation. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of New Jersey. The person who sued is called the "Plaintiff" or "Named Plaintiff," and the people she sued are called "Defendants." The Plaintiff is Michele Wendel. The Defendants are Schering-Plough; the Schering-Plough Employee Benefits Committee; the Schering-Plough Employee Benefits Investment Committee; Richard Kogan, Regina Herzlinger, Eugene McGrath, Donald Miller, Carl Mundy, James Wood, Patricia Russo, David Komansky, and Kathryn Turner (collectively, the "Director Defendants"); and John Ryan, Vincent Sweeney, E. Kevin Moore, Jack Wyszomierski, and Joseph LaRosa (collectively, the "Committee Defendants"). The consolidated Action is known as *In re Schering-Plough Corporation ERISA Litigation*, Civil Action No. 03-1204-KSH.

2. WHAT IS THE ACTION ABOUT?

The Action claims that, under ERISA, the Defendants owed fiduciary duties of loyalty, care, and prudence to the Plan and that they violated those duties in connection with the Plan's investments in Schering-Plough Stock.

Participants in the Plan were able to allocate their account balances among various investment funds, including the Company Stock Fund, a fund primarily invested in Schering-Plough Stock. Many Plan participants chose to have contributions to the Plan invested in the Company Stock Fund.

Plaintiff alleges that Defendants violated ERISA by, among other things, permitting the Plan to purchase and hold shares of Schering-Plough Stock during the Class Period when they knew or should have known it was imprudent to do so. Specifically, Plaintiff alleges that (1) Defendants allowed the Plan to imprudently invest in Schering-Plough Stock when they knew or should have known that the Company's value, financial and operational health, and future prospects were improperly inflated and unsustainable; (2) the Director Defendants allowed the Committee Defendants to maintain and augment the Plan's investment in Schering-Plough Stock by retaining it as an investment option in the Plan despite their actual or constructive knowledge of facts making it imprudent to invest Plan retirement assets in Schering-Plough Stock; (3) Defendants disseminated inaccurate and misleading material information to Plan participants regarding investment of Plan assets in Schering-Plough Stock and, additionally, withheld material information vital to making any such Plan investment decision; and (4) Defendants, because of their positions as corporate insiders with a stake in the Company (monetary through Schering-Plough equity ownership and personal through their positions at the Company), had an interest in withholding information relating to regulatory concerns about Schering-Plough's business and operations to portray Schering-Plough as a growing and profitable company.

THE DEFENSES IN THE ACTION

The Defendants deny that they have liability to the Plan or its participants or beneficiaries. If the Action were to continue, the Defendants would raise numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Schering-Plough at all times fairly and accurately reported on its financial performance and prospects;
- Defendants were not fiduciaries of the Plan or, if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the Action;
- Schering-Plough Stock and the Company Stock Fund were at all times a prudent investment for the Plan and its participants;
- To the extent that they were fiduciaries as to the matters at issue in the Action, Defendants fully and prudently discharged all of their fiduciary duties under ERISA; and
- Even if they failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plan or its participants to suffer any loss.

THE ACTION HAS BEEN AGGRESSIVELY LITIGATED

Class Counsel has extensively investigated the allegations in the Action. Class Counsel has obtained and reviewed thousands of pages of documents, including Plan-governing documents and materials, communications with Plan participants, Securities and Exchange Commission filings, press releases, public statements, news articles and other publications, and other documents regarding the matters that the Plaintiff alleges made Schering-Plough Stock an imprudent Plan investment.

This Action was litigated by the Named Plaintiff and Class Counsel for seven years before the Parties agreed on settlement terms. The initial complaint in this matter was filed against Defendants on March 18, 2003, by plaintiffs Jingdong Zhu and Adrian Fields. After related cases were consolidated, a consolidated complaint was filed on October 6, 2003, which Defendants moved to dismiss in its entirety for failure to state a claim. On June 29, 2004, the Court granted Defendants' motion. However, after plaintiffs Zhu and Fields appealed the decision, the United States Court of Appeals for the Third Circuit ("Third Circuit") vacated the decision and remanded the case to the Court to conduct further proceedings regarding the merits of the claims. After remand, the First Amended Consolidated Complaint for Breach of Fiduciary Duty Under ERISA ("Complaint") was filed on March 30, 2006, in which Plaintiff Wendel joined as a named class representative. Plaintiffs Zhu and Fields subsequently voluntarily dismissed their claims against Defendants. Defendants answered the majority of the Complaint's allegations on May 1, 2006, moving to dismiss only Plaintiff's claim for misrepresentation/failure to disclose. The Parties fully briefed the motion to dismiss, and on August 15, 2007, the Court denied Defendants' motion to dismiss. Plaintiff moved to certify a class on August 27, 2007, which was granted on September 30, 2008. Defendants filed an appeal of the decision to the Third Circuit. The Third Circuit vacated the Court's class certification order and remanded the case for further proceedings.

SETTLEMENT DISCUSSIONS

The proposed Settlement is the product of hard-fought, lengthy negotiations between Class Counsel and the Defendants' counsel, mediated by a former federal judge. Throughout the negotiations, Class Counsel and the Defendants were advised by various consultants and experts, including individuals with expertise in ERISA fiduciary liability issues and damages in cases involving ERISA fiduciary liability.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called "class representatives" or "named plaintiffs," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the wrongful conduct alleged in this Action affected a large group of people—participants in the Plan during the relevant time period—in a similar way, the Named Plaintiff filed this case as a class action.

4. WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in no recovery at all or in a recovery that is less than the amount of the Settlement. Based on these factors, the Named Plaintiff and Class Counsel have concluded that the proposed Settlement is in the best interests of all Settlement Class members.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by Judge Katharine S. Hayden:

> All Persons (excluding the Defendants) who were participants in or beneficiaries (including alternate payees) of the Plan at any time between July 29, 1998 to April 18, 2007 and whose accounts included investment in the Company Stock Fund at any point during that time period.

If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Fund consisting of $8.5 million is being established in the Action. The net amount in the Settlement Fund, including interest, and after payment of, or establishment of reserves for, any taxes and Court-approved costs, fees, and expenses, including fees and expenses of Class Counsel, and any Court-approved Case Contribution Award to be paid to the Named Plaintiff, will be paid to the Plan, and after payment of expenses incurred in calculating, satisfying, and administering the allocation, the remaining amount will be allocated to the Plan accounts of members of the Settlement Class according to a Plan of Allocation to be approved by the Court. If necessary, new accounts will be created for those members of the Settlement Class who no longer have Plan accounts.

If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Plaintiff's Released Persons from Plaintiff's Released Claims. The Plaintiff's Released Persons are broadly defined and include, among others, Schering-Plough and its parents, Affiliates, partners, subsidiaries, predecessors, Successors, assigns, and past or present directors, officers, employees, associates, controlling persons, attorneys, counselors, insurers, reinsurers, financial or investment advisors, consultants, accountants, advisors, representatives or agents, as well as each of the other Defendants and their respective family members, heirs, executors, trustees, personal representatives, estates or administrators, attorneys, counselors, insurers, reinsurers, financial or investment advisors, consultants, accountants, advisors, representatives or agents. The Plaintiff's Released Claims include all claims which were or could have been asserted in the Action. This means that Settlement Class members will not have the right to sue the Plaintiff's Released Persons for anything related to the investment of Plan assets in Schering-Plough Stock or related matters during the Class Period.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Plaintiff's Released Persons and Plaintiff's Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at a dedicated Settlement Internet site, www.ScheringPloughERISASettlement.com or by contacting Class Counsel listed on Page 2 above.

7. HOW MUCH WILL MY PAYMENT BE?

Your share (if any) of the Settlement Fund, net of the fees and expenses described above, will depend on your alleged loss, compared to other Settlement Class members' alleged losses, related to Plan investments in Schering-Plough Stock at any time during the period from July 29, 1998 to April 18, 2007. Each Settlement Class member's share will be calculated by a third-party vendor designated by Class Counsel ("Claims Administrator") according to a Court-approved Plan of Allocation. Because the Settlement proceeds are less than the total losses alleged by the Settlement Class, each Settlement Class member's recovery will be less than his or her alleged loss. You are not responsible for calculating the amount you may be entitled to receive under the Settlement.

In general, your proportionate share of the Settlement will be calculated as follows:

- Each Settlement Class member's "Net Loss" will be calculated. For each Settlement Class member, his or her Net Loss will be equal to (a) the dollar value, if any, of his or her account balance invested in Schering-Plough Stock on the first day of the Class Period plus (b) the dollar value, if any, of all purchases of interests in Schering-Plough Stock for his or her account during the Class Period, as of the time of purchase, minus (c) the dollar value, if any, of all dispositions of interests in Schering-Plough Stock in his or her account during the Class Period, as of the time of the disposition, minus (d) the dollar value, if any, of the balance in Schering-Plough Stock remaining in his or her account on the close of business on April 18, 2007.
- All Net Losses will be aggregated to yield the total loss over the Class Period, and each Settlement Class member's percentage of that total loss will be calculated.
- Applying that percentage to the Settlement proceeds (net of fees and expenses as described above), the Claims Administrator will calculate each Settlement Class member's share of those proceeds on a preliminary basis.
- All participants whose preliminary share is less than or equal to ten dollars ($10) will be deemed to have a final share equal to ten dollars ($10). The Claims Administrator will then recalculate the net loss percentage of those Settlement Class members whose preliminary share was greater than $10, so as to arrive at each such Settlement Class member's final share.

Do not worry if you do not have records that show your Plan activity. If you are entitled to a share of the Settlement Fund, you will receive a statement showing the amount of your share. If you have questions regarding the allocation of the Settlement proceeds, please contact Class Counsel listed on Page 2 above.

8. HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. If you are a Settlement Class member entitled to receive a share of the Settlement proceeds and you are a current Plan participant, your share will be deposited in your Plan account. If you are a Settlement Class member entitled to receive a share of the Settlement proceeds but no longer a Plan participant, an account will be established for you in the Plan, and you will be notified of the account and how to withdraw the proceeds. If you are a former Plan participant and have not provided the Plan with your current address, please contact Class Counsel listed on Page 2 above.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court, transfer of the Settlement payment to the Plan, and calculation of the amount of the Settlement proceeds owed to each Settlement Class member. If objections are made to the Settlement or appeals are taken by objectors from approval of the Settlement, this process may take a long time to complete, possibly several years. The Settlement funds, however, will be invested in secure, interest-bearing securities, and the interest income will be included in the amount paid to the Plan and allocated to Settlement Class members.

There will be no payments if the Settlement Agreement is terminated.

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve, or materially modifies, the Agreement or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed as if the Settlement Agreement had not been entered into.

10. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class members to exclude themselves from the Settlement. As a Settlement Class member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question No. 13 below.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has preliminarily appointed the law firm of Barroway Topaz Kessler Meltzer & Check, LLP, as Lead Class Counsel for the Plaintiff and the firm of Lite DePalma Greenberg, LLC, as Liaison Class Counsel for the Plaintiff in the Action. These lawyers are also called "Class Counsel." You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees and expenses of not more than thirty percent (30%) of the Settlement Fund, plus reimbursement of expenses incurred in connection with the prosecution of the Action. This motion will be considered at the Fairness Hearing described below. Defendants will not take any position on that matter before the Court.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question No. 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *In re Schering-Plough Corporation ERISA Litigation*, Civil Action No. 03-1204-KSH. Be sure to include your name, address, telephone number, and signature and a full explanation of all the reasons why you object to the Settlement. **Your written objection must be sent to the following counsel and must be received no later than November 19, 2010**:

CLASS COUNSEL
Joseph H. Meltzer
BARROWAY TOPAZ KESSLER
MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087

DEFENDANTS' COUNSEL
Eric C. Bosset
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004

You must also file your objection with the Clerk of the Court of the United States District Court for the District of New Jersey. The address is Clerk of the Court, United States District Court for the District of New Jersey, 4015 Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101.

The objection must refer prominently to *In re Schering-Plough Corporation ERISA Litigation*, Civil Action No. 03-1204-KSH. **Your objection must be filed with the Court no later than November 19, 2010**.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement as fair, reasonable, and adequate (the "Fairness Hearing"). You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend.

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Fairness Hearing at 10:30 a.m. on December 14, 2010, at the United States District Court for the District of New Jersey, 4015 Martin Luther King, Jr. Federal Building. & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, in the courtroom then occupied by United States District Judge Katherine S. Hayden. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class, so if you wish to attend, you should confirm the date and time of the Fairness Hearing with Class Counsel before doing so. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the Application for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiff. We do not know how long these decisions will take or whether appeals will be taken.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re Schering-Plough Corporation ERISA Litigation*, Civil Action No. 03-1204-KSH." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be sent to the attorneys listed in the answer to Question No. 13 above, received no later than November 19, 2010, and must be filed with the Clerk of the Court at the address listed in the answer to Question No. 13.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, you will participate in the Settlement of the Action as described above in this Notice.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Lead Counsel listed on Page 2 above. Copies may also be obtained at a dedicated Settlement Internet site, www.ScheringPloughERISASettlement.com, by calling the toll-free number, 866-233-8545, or by sending an email to ScheringPloughERISAsettlement@btkmc.com. You are encouraged to read the complete Settlement Agreement.

DATED: OCTOBER 12, 2010